



COUNTY OF SAN LUIS OBISPO
DEPARTMENT OF GENERAL SERVICES

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

REQUEST FOR PROPOSAL PS- #914
ART FOR NEW COUNTY OF SAN LUIS OBISPO GOVERNMENT CENTER

January 23, 2006

The County of San Luis Obispo is currently soliciting proposals for professional services for Art for the New County Government Center.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit nine [9] copies of your proposal by no later than 4:00 p.m. on March 13, 2006 to:

County of San Luis Obispo
Jack Markey, Central Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Deb Hossli, Risk Manager at (805) 781-5014, or dhossli@co.slo.ca.us.

JACK MARKEY
Supervising Buyer - Central Services Division
jmarkey@co.slo.ca.us

PROJECT SCOPE

The County of San Luis Obispo recently completed construction of a new Government Center located at 1055 Monterey Street in downtown San Luis Obispo. The facility is just under 100,000 square feet and houses a variety of County departments (e.g., Assessor, Clerk-Recorder, Treasurer/Tax-Collector, Human Resources, etc.), as well as the Board of Supervisors and their meeting chambers. Given the public nature of the services offered in the new Government Center, public foot traffic is expected to be high. This makes the facility a perfect location for public art. In support of this, the Board of Supervisors, with assistance from the City of San Luis Obispo, has allocated \$103,000 to fund art projects on the exterior of the building and the ground floor interior spaces of the building as detailed below:

- **Location 1 – Facility Exterior**

The County is requesting proposals for artwork to complement the curved exterior portion of the new Government Center where the Board Chambers are housed (see attachment 1 for specific site). No themes have been identified for the project; nor are we wed to any specific art medium. Rather, we are open to a wide range of creative ideas and will consider any artistic medium except murals painted directly on the limestone plaster exterior. There is \$51,500 available for the design and installation of artwork at this location.

- **Location 2 – Facility Interior**

The County is requesting proposals for artwork to complement the ground floor lobby area of the new Government Center (proposers are free to choose a location, or multiple locations, anywhere on the first floor). As with the exterior project, no themes have been identified for the project; nor are we wed to any specific art medium. Rather, we are open to a wide range of creative ideas and will consider any artistic medium except murals painted directly on the interior walls. There is \$51,500 available for design and installation of artwork at this location.

Artists may submit one proposal per location for this project. However, an artist may participate in a collaborative project (i.e., two or more artists for any one location) and still submit an individual proposal for the same location.

ARTIST ELIGIBILITY

Eligible artists must reside in the State of California. Selection Committee members for this project and their immediate families, County employees, and members of the San Luis Obispo Arts Council Board of Directors are not eligible to submit proposals.

PROJECT TIMEFRAME

Timeframes for the public art selection process are tentatively scheduled as follows:

- RFP issued: January 23, 2006
- Site walk through with artists: February 6, 2006
- RFP submittal deadline: March 13, 2006
- RFP review; shortlist developed: week of March 27, 2006
- Artist interviews: week of April 10, 2006
- Artist selection: week of April 17, 2006
- Art Installation: to be determined

PROPOSAL SUBMITTAL

A. General Terms

1. All proposals, consisting of nine copies, must be received by mail (not just postmarked), recognized carrier, or hand delivered no later than 4:00 pm on March 13, 2006. Late proposals will not be considered.
2. All correspondence should be directed to:

San Luis Obispo County
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
ATTENTION: Jack Markey
Telephone: (805) 781-5200
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. All proposals shall remain firm for ninety days following closing date for receipt of proposals.

9. The County reserves the right to award the contract to the artist, who presents the proposal which in the judgment of the County, best accomplishes the desired results.
10. Selection will be made on the basis of the proposals as submitted. The Selection Committee will interview the "short list" of applicants.
11. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers. All communication between proposer and the County shall be through Deb Hossli, Risk Manager at (805) 781-5014 or dhossli@co.slo.ca.us.

B. Proposal Format

Each proposal must be comprised of the following components:

1. **Title Page.** This must be one page only and include the following information in the order listed:
 - Title: "New Government Center Art Proposal" (please identify in title whether the proposal is for location 1 or 2)
 - Artist's Name
 - Artist's Telephone Number and Fax Number
 - Artist's Email Address (if available)
 - Artist's Web Address (if applicable)
 - Artist's Mailing Address
2. **Professional Résumé.** The resume can be up to two pages and must include education, experience, exhibits and installations.
3. **References.** Two references must be provided on the form included in the RFP package (see attachment 2).
4. **Project Approach.** This must include a written description of the Artist's concept, implementation approach, and materials intended to be used for the project.
5. **Graphic Rendering of Art.** The rendering can be up to 11 x 17 inches. The County intends to use a blind selection process for determining which proposals will be chosen for interviews. Therefore, please make sure any identification on your submittal is located on the back where it is hidden from view.
6. **Budget.** The budget must list all expenses associated with design, execution and installation of the artwork. Please see attachment 3 for guidance on the level of detail expected for the budget submittal.
7. **Photo Inventory.** This must include one set of four to six digital photos of recent work on CD. Photos will be shown one at a time and should be labeled and

numbered in the order of desired presentation. The CD must be enclosed in a cover and labeled with the artist's name. Title of work must be noted on each digital photo.

8. **Annotated Photo List.** The list must include the Artist's name on the front, and not exceed two double-sided pages corresponding to the submitted digital photos. Each photo description should include; photo number, title, date of completion, medium, dimensions, location, project budget/purchase price, commissioning agency, and collaborators or design professionals, if applicable, and a brief description of the artwork.
9. **Return Mailing Envelope.** The envelope must be self-addressed and large enough to return Artist's drawings, CD, and original proposal.

Please note it is only necessary to submit one copy of items 7, 8 and 9 with each proposal. For all remaining items, please submit nine copies.

SELECTION PROCESS

1. **Selection Committee Members:** The County intends to convene a selection committee of seven people to review all proposals. The selection committee will be comprised of one member of the San Luis Obispo County Arts Council, two local artists, one neighbor of the project, two County representatives (one from General Services; one from Administration), and one representative from the City of San Luis Obispo.
2. **Selection Criteria:** The selection committee will evaluate the proposals using the following criteria:
 - Understanding of the work required by the County
 - Evaluation of artistic excellence
 - Appropriateness of scale, form, material, content and design relative to site
 - Relationship to the social, cultural and historical identity of the site
 - Appropriateness of materials with regard to structural and surface integrity, weathering, protection against theft and vandalism, and public safety
 - Appropriateness of installation methodology, including safety and structural factors involved in installation
 - Ease of maintenance
 - Evaluation of proposed budget and the artist's ability to successfully complete the project within the proposed budget
 - Experience in working on comparable projects
3. **Evaluation Process:** After an initial blind screening and evaluation by the selection committee (using the criteria identified above), three to five artists submitting the top-ranked proposals for each location (i.e., interior and exterior) will be invited to an interview. At that time, the finalists will be provided an

honorarium of \$150 and given two weeks to develop a model of their proposal to present to the selection committee. The images may not exceed 11" x 17" and three dimensional models may not exceed 3' x 4' and must be delivered and picked up by the Artist. The County is not responsible for artwork that is not picked up in a timely manner.

4. **Final Selection:** The selection committee will hold the interviews with the finalists, review the models, and make a selection. County staff will then enter into a contract with the selected artist (s) for the artwork.
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TECHNICAL CONSIDERATIONS

As proposals are developed, it is important to keep in mind the following technical considerations:

- **Power Availability:** Generally, the need for electricity to power an artwork piece can be accommodated. However, the artist should contact Deb Hossli at (805) 781-5014 well before the proposal submission deadline to confirm power availability and obtain a cost estimate for power hook up by County staff. All costs associated with hooking up the electricity must be part of the artwork design and budget.
- **Lighting Availability:** General lighting of the artwork is to be provided by ambient light. Specialized lighting or lighting that is integral to the artwork must be part of the artwork design and budget.
- **Floor/Ceiling Loading:** 1) Floor -- a maximum concentrated load of 2,200 lbs. placed in accordance with the California State Building Code; and 2) Ceiling -- a maximum distributed load of 50 lbs/sf may be suspended or placed on the concrete floor/ceiling structure subject to review of location and hanger details. For wall load information, contact Deb Hossli at (805) 781-5014.
- **Exterior Finishes:**
 - 1) Walls: painted concrete or portland cement plaster, sealed limestone plaster, limestone, and painted metal panels
 - 2) Windows: painted aluminum, clear glazing, and spandrel glazing
 - 3) Miscellaneous Metals: painted steel, painted aluminum and stainless steel
- **Interior Finishes:**
 - 1) Floors: stained concrete, carpet
 - 2) Walls: painted gypsum board, unfinished concrete, stained wood and acoustical fabric panels in Board Chambers.

- 3) Ceilings: unfinished concrete, acoustical tile, acoustical metal panels, painted drywall
 - **Heating/Ventilation:** Rooftop-mounted air handling units provide heated and cooled filtered air mixed with outside air and will be delivered mostly from an under floor plenum. In some instances air will be delivered from overhead diffusers.
 - **Installation:** The Artist will be responsible for costs to install the artwork. However, the Artist shall provide installation plans and specifications to the County for prior approval. If the installation is done by others, the Artist will be required to supervise the installation with County personnel. Installation of the artwork may be limited to after-hours. The facility will not be available for production of the proposed artwork.
 - **Access:** Access for installation of interior artwork at this site is limited to a nominal door-width of 6' wide x 8'4" high into the ground floor lobby. Artists are to fabricate artwork in sections where necessary to meet these constraints.
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MISCELLANEOUS INFORMATION

- **Proposals must be complete.** Proposals must contain all requested information or they will not be considered. Please see attachment 4 for proposal submission checklist.
- **Site walk through.** County staff will conduct a site walk through for all prospective proposers **on February 6, 2006 at 10:00 am** (meet in Board Chambers located at 1055 Monterey St., San Luis Obispo, 1st floor). The purpose of the walk through is to show the artists the proposed sites for the art and answer any questions about the process.
- **Insurance requirements.** The successful respondent will be required to meet the County's insurance and indemnification requirements as set out in attachment 5. Unless otherwise noted in your RFP response, submittal of an RFP will indicate acceptance of these requirements. Contact Deb Hossli at (805) 781-5014 for information about liability insurance that can be obtained through the County.
- **Ownership.** The public art ultimately selected through this RFP will become the property of the County of San Luis Obispo. The County reserves the right to exhibit the artwork and/or reproduce the artwork in written materials without payment of any license fee or commission to the artist.
- **Artist's Rights.** The County is aware of the various laws that govern art ownership, ongoing upkeep and future sale. All applicable laws in this area will be adhered to by the County.



ATTACHMENT 1

ATTACHMENT 2

REFERENCES

Number of years engaged in providing the services included within the scope of the RFP under the present business name:_____.

Describe fully the last two contracts performed by you, which demonstrate your ability to provide the services included with the scope of the RFP. Attach additional pages if required. The County reserves the right to contact each of the references listed for additional information regarding your qualifications.

Reference No. 1

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

Reference No. 2

Customer Name	
Contact Individual	
Telephone & FAX number	
Street Address	
City, State, Zip Code	
Description of services provided including contract amount, when provided and project outcome	

ATTACHMENT 3

BUDGET WORKSHEET

Please use this as a guide in developing your project budget to insure that all costs are addressed. Add any other relevant expenses. Include a pricing contingency. You may use this format in your proposal, or develop one more suited to your project.

Artist's Fee _____

Consultation Fees (engineers, architects, etc.) _____

Materials and Supplies (itemize if necessary) _____

Fabrication (subcontractors, if any, fabrication by artist, etc.) _____

Insurance _____

Travel _____

Transportation of Artwork _____

Installation (labor, equipment rental, permits, landscaping, etc.) _____

Pricing Contingency (a minimum of 5%) _____

Other Expenses (please describe) _____

TOTAL BUDGET \$ _____

ATTACHMENT 4

RFP SUBMISSION CHECKLIST

- ☐ 1. Title Page
- ☐ 2. A Professional Resume
- ☐ 3. Submittal of References
- ☐ 4. Approach to Project
- ☐ 5. Graphic Rendering up to 11" x 17"
- ☐ 6. Estimated Budget
- ☐ 7. Digital Photo Inventory
- ☐ 8. Annotated Photo List
- ☐ 9. One self-addressed stamped envelope

NOTE: **Please do not bind or staple your application materials.**
 Submit nine sets, clipped in order of the above items 1 thru 6.
 Submit one set of items 7, 8, and 9.

Entries that do not submit all of the required items will not be reviewed.

ATTACHMENT 5

INSURANCE & INDEMNIFICATION REQUIREMENTS

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provisions(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:

\$1,000,000 each occurrence (combined single limit);
\$1,000,000 for personal injury liability;
\$1,000,000 aggregate for products-completed operations; and
\$1,000,000 general aggregate.

The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC / EL")

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amount not less than one-million (\$1,000,000) dollars each accident / Bodily Injury (herein "BI"); one-million (\$1,000,000) dollars policy limit BI by disease; and, one-million (\$1,000,000) dollars each employee BI disease.

2. **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3. **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a. A "Cross Liability", "Severability of Interest" or "Separation of Insureds" clause (CGL);
- b. The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insureds with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL);
- c. If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL);
- d. This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL);
- e. No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, WC);
- f. Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g. Deductibles and self-insured retentions must be declared (All Policies).

4. **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and

effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5. PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above.

INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the Consultant, or its agents, employees, or other independent contractors directly responsible to Consultant including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Violation of civil rights.

9. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Consultant is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.